

REMARKS

The Office Action mailed August 21, 2007 (hereinafter "Office Action") rejected pending Claims 1-3, 5, 7-12, 27-29, and 32-36 under 35 U.S.C. § 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention. The Office Action indicated that the claims would be allowable if rewritten or amended to overcome the rejections. Applicant thanks the Examiner for the indication of allowability.

The Office Action has been made Final. Applicant respectfully disagrees with the decision to make the rejections final. According to the MPEP, "second or subsequent actions on the merits shall be final, except where the examiner introduces a new ground of rejection that is neither necessitated by applicant's amendment of the claims, nor based on information submitted in an information disclosure statement..." MPEP 706.07. Applicant respectfully submits that the Office Action introduces claim rejections that were not necessitated by the applicant's amendments. For instance, applicant's amendment to Claims 27-36 to remove the language "reusable" was reasonably expected in view of the 35 U.S.C. § 112 rejection indicating that "reusable" is not supported by the specification. Moreover, Claims 32, 33, 34, and 35 were merely rewritten into independent form to incorporate allowable subject matter. Accordingly, applicant respectfully requests that the finality of the Office Action be withdrawn.

Nevertheless, to advance prosecution, applicant has amended Claims 1, 3, 7-12, 27-29, and 32-36 to eliminate or amend the language giving rise to the Examiner's 35 U.S.C. § 112 rejections. Claims 2 and 5 have been canceled. However, applicant reserves the right to pursue the canceled and non-pursued subject matter in subsequent continuation and/or divisional applications.

LAW OFFICES OF
CHRISTENSEN O'CONNOR JOHNSON KINDNESS^{PLLC}
1420 Fifth Avenue
Suite 2800
Seattle, Washington 98101
206.682.8100

Support for the amended claims is found throughout the specification and in the illustrations. More specifically, support for "an adhesive disposed on a portion of the bonding fabric, the adhesive adapted to couple the portion of bonding fabric to a garment when the bonding fabric is disposed between the garment pad and a garment by the user" recited in Claims 1, 7, 8, and 9 is found in at least FIGURES 3, 4, and 7. Support for Claim 1, which recites "a relief gap disposed in the portion of bonding fabric for assisting in forming the portion of bonding fabric from a substantially planar configuration to *a partial dome shaped configuration*" and support for Claims 7, 8, 9, 12, 27, and 32-35, which include a similar limitation, is found in at least the specification at page 5, lines 3-6; page 9, lines 16-18; and in FIGURES 3-5, 7, and 8. Claims 10, 11, and 12, which recite a "piece of double-sided tape having adhesive disposed on a first side and a second side of a non-adhesive tape strip," are supported by the specification at page 9, lines 5-27.

Claim 35 was also objected to because "Claim 35 does not include the cuts or relief gap that is the allowable subject matter. The allowable subject matter was not included in the claim upon amendment." Applicant directs the Examiner to the Office Action mailed on February 8, 2007, where it was stated that "[n]one of the cited references, alone or in combination disclose the bonding fabric with the ... double sided tape with the arcuate shape and the support layer including the plurality of panels." Claim 35 recites a support layer having "a plurality of panels coupled to one another to configure the support layer in a partial dome shaped configuration." Thus, applicant respectfully submits that Claim 35 includes allowable subject matter and is in condition for allowance.

Applicant respectfully submits that all of the claims remaining in this application (1, 3, 7-12, 27-29, and 32-36) include allowable subject matter; and therefore, the claims are in condition for allowance.

CONCLUSION

Reconsideration of the application and allowance of the claims at an early date are solicited. If the Examiner has any questions or comments concerning this matter, applicant requests that the Examiner contact the undersigned at the number provided below.

Respectfully submitted,

CHRISTENSEN O'CONNOR
JOHNSON KINDNESS^{PLLC}

A handwritten signature in black ink, appearing to read "Kevan L. Morgan", with a stylized flourish at the end.

Kevan L. Morgan
Registration No. 42,015
Direct Dial No. 206.695.1712

KLM:mba

LAW OFFICES OF
CHRISTENSEN O'CONNOR JOHNSON KINDNESS^{PLLC}
1420 Fifth Avenue
Suite 2800
Seattle, Washington 98101
206.682.8100